

March 30, 2009

ADDENDUM NO. I
RFQ for San Jose Environmental Innovation Center Phase II

Notice is hereby given that the following revisions, additions, and/or clarifications are hereby made a part of and incorporated into the Request for Qualifications for Architectural Design Consultant Services for San Jose Environmental Innovation Center Phase II

Clarifications:

1. Per Section XII, it is not a requirement to be a Local Business Enterprise (LBE) to submit a Statement of Qualifications (SOQ).
2. See Section V.C-3 for the requirements to be a Small Business Enterprise;

"If you qualify as a Local Business Enterprise, you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) is 35 or fewer."

You can not qualify as a SBE if you don't qualify as a LBE.
3. The points given for LBE and SBE are outlined in Section VI.-5 and VI.-6;

"Local Business Enterprise: as described in Section V.C-3 (up to 5 points)"
"Small Business Enterprise: as described in Section V.C-3 (up to 5 points)"
4. The prime consultant must be licensed to practice Architecture in the State of California and must be a LEED Accredited Professional.
5. Per Section V.A, Statement of Qualifications must be submitted in a 3-ring, 1 inch maximum binder; no alternate means of binding will be allowed.
6. Phase I Conceptual Design Plans were prepared by Anderson Brule Architects.
7. Phase I Site Work Design Plans were prepared by the City of San Jose.
8. The Mechanical and Electrical Sub-consultant for Phase I Work was Cooper Pruit Engineers.
9. URS provided the Geotechnical Engineering Work for Phase I.

10. A Hazardous Waste Consultant was not utilized for Phase I Work.
11. David J. Powers and Associates, Inc. provided the Environmental Impact Report for Phase I Work.
12. The preliminary project schedule is as follows:

Consultant Notification, Contract Review, and Council Award	05/09-06/09
Design Phase	07/09-01/10
Construction Bid and Award Phase	02/10-05/10
Construction Phase	06/10-08/11

14. Please replace the Insurance Requirements and Insurance Acknowledgement form found in Attachment D of the RFQ with the appropriate Insurance Requirements and Insurance Acknowledgement Form attached herein.
15. Please refer to Section V.B-4 for the maximum number of pages that are allowed to be submitted. There will be no deviation from this maximum for any reason.
16. The number of Sub-consultant Resumes that you include in your SOQ is at your discretion.
17. Please refer to Section V.C which specifies the attachments that the **Consultant** is required to submit.

“All prospective **Consultants** (not sub-consultants) must complete and submit all qualification and other supplemental information, in one complete package by the date stated below. The City will **not accept** information or documents **from other parties other than the submitting Consultant.**”

18. Per the RFQ, we do not require a consultant fee schedule to be submitted in the Statement of Qualifications. The final fee will be based on the scope of services, complexity of the project and the schedule. The City will negotiate with the Consultant once they have been selected.
19. Your Sub-consultant selection and their sub-sequent roles in the project are at your discretion, the City does not dictate for you what your Sub-consultant's responsibilities are.
20. The Consultant shall be capable of properly designing for the storage of household hazardous waste. Investigation and remediation of existing hazardous material will be the responsibility of the City.
21. Please refer to Section VI. for the Screening Panel Selection Criteria. Please refer to the outline of the criteria and the points assigned to each category in order to assist you in determining what you should be submitting in your SOQ in addition

to the basic requirements specified in the RFQ.

22. Please amend Section V.A as follows:

Deliverables: Submit six (6) color copies of the Statement of Qualifications each in separate 3 ring, 1 inch maximum binders. Each binder shall have three (3) sections using divider tabs corresponding to:

Prerequisite:	Cover Letter
	Firm Profile
	Local Business Enterprise
Experience:	Completed Projects Firm's Experience
	Current Projects Team Members Experience
Project Approach:	Budget, Schedule and Quality
	Communication and Presentation

23. A basement exists below the structure that is approximately 40ft x 123ft.
24. As-built drawings for the structure exist, and are available to the public.
25. The building was originally used for plastic bag manufacturing.
26. The project is currently registered under LEED for New Construction Version 2.2.
27. The Phase I design stage is approximately 95% complete.
28. The non-mandatory site walk sign-in sheet is attached herein.

ATTACHMENT D

EXHIBIT A

INSURANCE

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. 'Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions Insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$2,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30)

days. prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Duration

1. Commercial General Liability, Professional Liability and Pollution Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
2. If any of such coverages are written on a claims-made basis, the following requirements apply:
 - a. The policy retroactive date must precede the date work commenced under this AGREEMENT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, AUDITOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

G. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

There are two (2) options for the delivery of insurance

PDF via e-mail: Riskmgmt@sanjoscca.gov

Proof of insurance shall be mailed to the following address or any subsequent address as

as may be directed in writing by the Risk Manager:

City of San Jose – Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor Wing
San Jose, CA 95113-1905

H. Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

INSURANCE ACKNOWLEDGEMENT



REVIEW, EXECUTE AND RETURN WITH RFQ SUBMITTALS

It is imperative that you review the City's attached insurance requirements (~~Please see Attachment A, Exhibit E, Pages Attachment A-18 through A-20 of this RFQ~~) with your insurance agent(s) prior to submitting your quote / bid, as increase in your premium should be considered in your quote / bid.

Your firm may have already done business with the City and have insurance on file. However, it is important that you verify with your Insurance agent(s) that the policy (ies) is/are still in effect and the coverage(s) are the same as in the attached insurance requirements.

If you or your agent has any questions, please contact the Risk Manager's Office at (408) 535-7061.

I have read the above and acknowledge that insurance is required; that I have the necessary coverage; and that these insurance requirements will be made a part of the Consultant Agreement.

a) DATE: _____

b) SIGNATURE: _____

NAME: _____
(Type or Print)

COMPANY: _____

End of Attachment D

Site Walk Sign-In

San Jose Environmental Innovation Center

Non-mandatory Site Walk

1:30 p.m.-3:00 p.m. March 27, 2009

Name	Company	Architect or Sub-consultant type	Email	Phone
Bill Sowat	AmH	Civil / Landscape	BSowat@amhca.com	408 987-2200
Mike Campbell	"	"	mcampbell@amcca.com	"
Theresa Zarb	Callander Associates	Sub-Landscape	tzarb@callanderassociates.com	408 275 0565
DENNES FURIA	BIGGS CARDOSA	STRUCTURAL	dfuria@biggs-cardosa.com	(408) 296-5515 (Ext 1129)
JEFF BERG	STEINBERG ARCHITECTS	ARCH.	jberg@steinbergarchitects.com	408-817-3176
ALI KHAN	AEP C Group	A/E	AKHANE@epcgroup.com	925-277-3058
Susan Eschweiler	DES. A&E	A&E	seschweiler@des-ae.com	650 364 6453
Terry Briggs	AECOM Design	A&E	Terry.L.Briggs@NASA.gov	650.604.2918
LINDA ELLIS	DGA ARCHITECTS	ARCHT	lellis@dga-mv.com	650 943 1660 x 250 408 772-3289
John Diffenderfer	AEDIS Architects	ARCH	jdifffenderfer@aedisgroup.com	408.264.2000 x 229 408.221.9011
ROGER GULA	MITHUN ARCHITECTS	ARCH	rogerg@mithun.com	(415) 489-4832
JIM WIRICK	LPA, Inc.	ARCH	jwirick@lpa-inc.com	949.701.4144

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1:30 p.m.-3:00 p.m. March 27, 2009

Name	Company	Architect or Sub-consultant type	Email	Phone
Bill Anarsius	Walter P Moore	structural	bandrows@walterpmoore.com	415-963-6300
STEVE CUTHERLAND	SSA LANDSCAPE ARCHITECTS	SUB	STEVE@SSA.LA	831.459.0455
Kearny Chun	murakami/Nelson Architectural Corp	Arch.	kehun@murakaminelson.com	(510)444-7959 x221
WIN RONEY	REEL GROBMAN	SUB CONS.	WRONEY@REELGROBMAN.COM	408-288-7833
Dan Peluso	cert. Pacific Geotechnical Engineering Small Bus	Geotech Sub.	dpeluso@pacific-geotechnical.com	408-778-2818
BENI TAN	HELLERMANUS ARCHITECTS	Architect	remi@hellermanus.com	415 247-1100 x155
Chris Patton	Ruggeri-Jensen-Azar Engineering	Sub-Civil	cpatton@rja-gps.com	(408)-848-0300
Russ Nichols	RMW ARCHITECTURE	ARCH	rnichols@rmw.com	408-294-8000 x111
KEVIN SCHAEFFER	GENSLER	ARCH.	kevin.schaeffer@gensler.com	408-885-8157
DALE KRAHN	HMC	ARCH	DALE.KRAHN@HMCARCHITECTS.COM	408 977 9760
SCOTT SCHORK	BKF ENGINEERS	CIVIL	SSCHORK@BKF.COM	408-467-9126
Scott Shell	EHDD Architecture	Arch	s.shelle@ehdd.com	415-285-9193

Site Walk Sign-In

San Jose Environmental Innovation Center

Non-mandatory Site Walk

1:30 p.m.-3:00 p.m. March 27, 2009

Name	Company	Architect or Sub-consultant type	Email	Phone
Renee Chow	Studio by Urbis	Architect	studiourbis.com rychow@	510.893-1957
JOHN ANDARY	STANTEC CONSULTING ENGINEERS	MEP ENGINEERS	JOHN.ANDARY@STANTEC.COM	415.640.4415
Jackie Barbe & Eric Corey Freed	Organic Architect	Architect	jackie@organicarchitect.com jackie@organicarchitect.com	415.986.2738
OLMIER TOURAINE	TOURAINE-RICHMOND ARCHITECTS	"	olivier@touraine-richmond.com	310 8223175
CYNTHIA WIGGINS-WYRICK	ES GEOTECHNOLOGIES	GEOTECHNICAL ENGINEER	CWIGGINS@EARTHSYS.COM	408 934 9302
JILL EYRES	GROUP 4	ARCH	JEYRES@G4ARCH.COM	650 871 0709
DAVID HECHT	TANNERHECHT ARCHITECTURE	ARCHITECT	dhecht@tannerhecht.com	415 979-1500
BRANDON JOO	MARK CAVANERO ASSOC.	ARCH	BRANDON@CAVANERO.COM	(415) 398.6944
Tara Arch	Bellomo Architects	ARCH	taraarch@bellomoarchitects.com	650 3260374
JIM DUFFY	RRM DESIGN GROUP	ARCH	jmduffy@rrmdesign.com	805 645 1704
CHARLES DUNWORTH	STUDIOS	ARCH	cdunworth@studiosarch.com	415.732.535
BILL LEDDY	LMS ARCHITECTS	ARCHITECT	bledddy@lmsarch.com	(415) 495-1700

Site Walk Sign-In

San Jose Environmental Innovation Center

Non-mandatory Site Walk

1:30 p.m.-3:00 p.m. March 27, 2009

Name	Company	Architect or Sub-consultant type	Email	Phone
Don Dommmer	DPA	ARCH	danne dondommer.com	510 655.7793
MARIS KAPLAN	"		MARIS@ DONDOMMER.COM	510-655.7793 x2008
JANN FABRIN	RMW ARCHITECTURE	ARCH	jfabrine rmw.com	408-294-8000 x118
Tim Crain	VBNI Architects	ARCH	tim@vbna.com	510-750.0101
MOHAN SABAPATHY	TIMOTHY TAYLOR & GAINES ENGINEERS	SUB-MEP/C/S	msabapathy @timadty.com	415-296-0100
LESLEY MILES	WESTEN MILES ARCHITECTS	ARCH	LESLEY @WMARCHITECTS.COM	415 779-6686
Ken Rzeckow	Gelfand Partners Architects	ARCH	ken@ gelfandpartners.com	415 346-4040
John Zheng	Glass Architects	ARCH	jzheng@ glassarchitects.com	(707) 544-3920
LINDSY MATHEWKUTTY	CAREY P. CO.	ARCH	lindsay@ careyco.com	415.778.0773
Larry Strain Susi Marwala	Giegel & Strain Architect	ARCH	lstrain@sigelstrain.com susi@sigelstrain.com	510 543 8922
John Ware	Andres/Ware	Structural	john@andresware.com	510 945 4533

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